

SEPP5.001C1

CUSTOMER NO.: 20995

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321

Applicant	:	Ritala et al.
Appl. No.	:	10/618,429
Filed	:	July 10, 2003
For	:	METHOD FOR GROWING THIN OXIDE FILMS
Examiner	:	Robert M. Kunemund
Group Art Unit	:	1765

CERTIFICATE OF MAILING

I hereby certify that this correspondence and all marked attachments are being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on

January 7, 2005

(Date)


Andrew N. Merickel, Reg. No. 53,317

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

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Empowerment of Attorney

Pursuant to 37 C.F.R. § 1.321(b) the undersigned attorney of record is empowered to act on behalf of the Assignee, ASM International NV (“Assignee”), by virtue of a General Power of Attorney executed on May 24, 2004, a copy of which is attached to the Statement Under 37 CFR § 3.73(b) filed concurrently herewith.

Right of Assignee and Ownership

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner of a 100 percent interest in the above-identified application and co-owned, U.S. Patent No. 6,632,279, all by virtue of an assignment recorded at Reel No. 014852, Frame No. 0964 by the Assignment Branch of the Patent and Trademark Office. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

Disclaimer by Assignee

Assignee hereby disclaims, except as provided below, the terminal part of any patent granted on the above-referenced application that would extend beyond the expiration date of the full

Appl. No. : 10/618,429
Filed : July 10, 2003

statutory term of U.S. Patent No. 6,632,279, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the instant application and U.S. Patent No. 6,632,279 are co-owned. This agreement extends to any patent granted on the above-referenced application and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-referenced application prior to the earlier of the expiration date of the full statutory term of U.S. Patent No. 6,632,279, and that of any patent issuing on the above-identified application in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

This Terminal Disclaimer is accompanied by the \$130 fee set forth in 37 C.F.R. § 1.20(d).

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: January 7, 2004

By: ANM
Andrew N. Merickel
Registration No. 53,317
Attorney of Record
Customer No. 20,995
(415) 954-4114

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**STATEMENT UNDER 37 CFR § 3.73(b)
and
CHANGE OF CORRESPONDENCE ADDRESS**

Applicant : Ritala et al.
App. No. : 10/618,429
Filed : July 10, 2003
For : METHOD FOR GROWING THIN OXIDE FILMS
Examiner : Robert M. Kunemund
Group Art Unit : 1765

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This document is being filed with a copy of a "Revocation and General Power of Attorney" signed by the Assignee and sets forth the chain of title of the above-identified application.

Please recognize or change the correspondence address for the above-identified application to **Customer No. 20,995**.

ASM International N.V., a Netherlands corporation, is the Assignee of the entire right, title, and interest of the above-referenced application by virtue of:

The attached copy of the Assignment recorded at Reel 014852, Frame 0964.

The undersigned is an agent of Customer Number 20995 and is authorized to act on behalf of the assignee as provided in the attached copy of the "Revocation and Power of Attorney." All correspondence is to be directed to **Customer No. 20,995**.

Respectfully submitted,
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: January 2, 2005

By: Andrew N. Merickel
Andrew N. Merickel
Registration No. 53,317
Attorney of Record
Customer No. 20,995
(415) 954-4114



**REVOCATION
AND
GENERAL POWER OF ATTORNEY**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

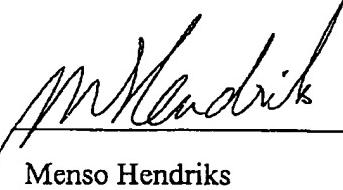
Dear Sir:

The undersigned is an empowered representative of the Assignee and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995, as attorneys and agents to represent the Assignee before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned to the Assignee according to the USPTO assignment records or assignment documents supplied with an accompanying Statement Under 37 CFR § 3.73(b). This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 CFR § 3.71.

All previous powers of attorney for the below named Assignee are hereby revoked.

A Statement Under 37 CFR § 3.73(b), signed by a registrant of Knobbe, Martens, Olson & Bear, LLP, is attached setting forth a full chain of title for the subject application owned by the Assignee named below.

Please recognize or change the correspondence address for the above-identified application to Customer No. 20,995.

By: 

Name: Menso Hendriks

Assignee: ASM INTERNATIONAL N.V.

Address: Jan van Eycklaan 10

3723 BC Bilthoven

THE NETHERLANDS

Date: May 24, 2004

Title: Central IP Officer

Client Code: A\$MMC.059GEN

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12-30-2003



copy thereof.

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TO THE ASSISTANT COMMISSIONER FOR PATENTS: F

1. Name of conveying party: (If multiple assignors, list numerically)

12-23-03

ASM MICROCHEMISTRY OY

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

102634191
2. Name and address of receiving party(ies):

Name: ASM INTERNATIONAL N.V.

Internal Address:

Street Address: Jan van Eycklaan 10, 3723 BC
Bilthoven, THE NETHERLANDS

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) November 26, 2003

4. Application number(s) or Patent number(s):

- () Application(s) filed herewith Execution Date(s):
(X) Patent Application Nos and Filing Dates:
See Attached Appendix A
(X) Patent Nos. and Issue Dates:
See Attached Appendix A

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

7. Total fee (37 CFR 1.21(h)): \$40 x 60 = \$2,400

(X) Enclosed

(X) Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

8. Deposit account number: 11-1410

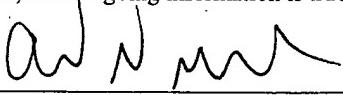
Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

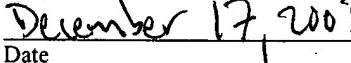
6. Total number of applications and patents involved: 60

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Andrew N. Merickel
Name of Person Signing


Signature


Date

53,317
Registration No.

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:

12/29/2003 GTOH11 0000003 09686613

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2400.00 DP

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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OPR/FINNACE

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APPENDIX A

Client Code: ASMMC.059GEN

Page 1 of 2

PATENTS			
SERIAL NO.	DATE FILED	PATENT NO.	ATTN. DOCKET NO.
09/686,613	1/4/00	6,630,030	SEPP1.001CP1
09/581,020	6/7/00	6,416,577	SEPP2.001APC
09/619,820	07/20/00	6,506,352	SEPP4.001AUS
09/687,355	10/13/00	6,632,279	SEPP5.001AUS
09/749,339	12/27/00	6,551,406	SEPP6.001AUS
09/749,329	12/27/00	6,447,607	SEPP7.001AUS
09/764,692	1/18/01	6,599,572	SEPP8.001AUS
09/835,737	4/16/01	6,548,424	SEPP10.001AUS
09/800,757	3/6/01	6,534,395	ASMMC.002AUS
09/843,518	4/26/01	6,482,733	ASMMC.004AUS
09/791,167	2/22/01	6,492,283	ASMMC.007AUS
09/568,077	5/10/00	6,562,140	ASMMC.012AUS
09/769,562	1/25/01	6,579,374	ASMMC.012C1
09/687,204	10/13/00	6,482,262	ASMMC.026AUS
09/687,205	10/13/00	6,475,276	ASMMC.027AUS

PATENT APPLICATIONS		
SERIAL NO.	DATE FILED	ATTN. DOCKET NO.
10/645,830	8/21/03	SEPP1.001CP1C1
10/205,296	7/24/02	SEPP4.001C1
10/618,429	7/10/03	SEPP5.001C1
10/365,926	2/13/03	SEPP6.001DV1
10/205,297	7/24/02	SEPP7.001DV1
10/394,309	3/20/03	SEPP8.001C1
09/787,062	6/28/01	SEPP9.001APC
10/410,718	4/8/03	SEPP10.001C1
09/836,674	4/16/01	SEPP11.001AUS
10/270,745	10/11/02	SEPP11.001CP1
09/835,931	4/16/01	SEPP12.001AUS
09/854,706	5/14/01	SEPP14.001AUS
10/003,749	10/23/01	SEPP15.001AUS
10/066,315	1/29/02	SEPP16.001AUS
10/067,634	2/4/02	SEPP17.001AUS

COPY
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BEST AVAILABLE COPY**PATENT**

Application or Patent No.: SEE Appendix A

Client Code: ASMMC.059GEN

Page 1

**COPY
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WHEREAS, ASM Microchemistry OY, a Finnish corporation having offices at Kutojantie 2B, 02630 Espoo, Finland (hereinafter "ASSIGNOR"), represents that it has certain right, title and interest in the United States issued Letters Patents and applications for Letters Patents in the United States (hereinafter "the Patents and Patent Applications") recited on Appendix A, attached hereto, and in the inventions disclosed therein.

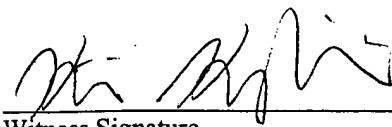
WHEREAS, ASM International N.V., a Netherlands corporation having offices at Jan van Eycklaan 10, 3723 BC Bilthoven, THE NETHERLANDS (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications;

NOW, THEREFORE, in return for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, any right, title, and interest that ASSIGNOR has throughout the world in, to, and under the said inventions, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said inventions or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said inventions and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 26 day of November, 2003

ASM Microchemistry OYBy: Jukka TainioName Printed: Jukka TAINIOTitle: Managing Director

Witness Signature